

**15-90 CORRIDOR
INTEROPERABLE COMMUNICATIONS CONSORTIUM
BY-LAWS**

Ratified March 31, 2005

Page 1 of 7

ARTICLE I. NAME

Section 1. Organization Name. The name of the organization shall be the “15-90 Corridor Interoperable Communications Consortium,” hereinafter referred to as the Consortium.

ARTICLE II. MEMBERSHIP

Section 1. County Membership. The Consortium is comprised of Anaconda – Deer Lodge, Beaverhead, Butte – Silver Bow and Granite counties. No additional members will be considered for inclusion in the Consortium after the Statement of Work from a business or firm with expertise to accomplish the purpose and objectives of the Consortium is received and approved by the Consortium.

Section 2. Appointment of Primary & Alternate Representative. Each member of the Consortium shall designate, in writing, the primary representative to serve as a member of the Governing Board. The County Commissioner(s) or County Government Official(s) will also designate, in writing, an alternate representative who will fulfill the duties of that County’s primary representative in the event of incapacitation or absence of the primary representative.

Section 3. Termination of Membership. A member of the Consortium may terminate this agreement upon thirty (30) days written notice to the Governing Board of such termination.

ARTICLE III. OBJECTIVES AND PURPOSE OF THE CONSORTIUM

Section 1. Objectives & Purpose. The objectives and purpose of the Consortium shall be to:

- a. Conduct a Needs Assessment that will assess the radio communications needs and capabilities of the Consortium members, both collectively and individually.
- b. Write an Implementation Strategy that will define a comprehensive implementation strategy aimed at achieving a

**15-90 CORRIDOR
INTEROPERABLE COMMUNICATIONS CONSORTIUM
BY-LAWS**

Ratified March 31, 2005

Page 2 of 7

reliable, effective and fully interoperable communications system within and between the counties; between the Southwest Interoperability Project and Missoula; and between all local, state and federal entities involved in emergency management and response.

- c. Meet the intent of the Montana Homeland Security Strategic Plan and of the applicable county plans of the members of the Consortium, as well as the parameters set forth by the Statewide Interoperability Executive Council (SIEC).
- d. Provide a basis for group procurement of equipment and training to the end of maximizing effectiveness while minimizing the costs thereof.

Section 2. Contract for Services. The objectives will be accomplished through a contract with a business or firm with expertise in conducting the Needs Assessment, writing an Implementation Strategy and providing Procurement Support for the Consortium's Public Safety Mobile Radio Plan.

ARTICLE IV. PARTICIPATING AGENCIES

Section 1. Consortium Administrator. The Consortium Administrator will be the State Administrative Agency (SAA). Ms. Sheri Lanz, DMA/DES Homeland Security Coordinator, will serve as the SAA point of contact in that role. The Consortium Administrator, under the authority of the SAA, will act as the funds disbursing agent upon authorization by both the Project Director and the Consortium Administrator.

Section 2. Project Oversight Manager. The Montana Department of Administration, Public Safety Services Bureau (PSSB), hereinafter referred to as the PSSB, will be represented by delegating a Project Oversight Manager. The Project Oversight Manager will be responsible for logistical support, technical review, stakeholder liaison and other required duties for the duration of the project; and will also provide additional support in the areas of seeking

**15-90 CORRIDOR
INTEROPERABLE COMMUNICATIONS CONSORTIUM
BY-LAWS**

Ratified March 31, 2005

Page 3 of 7

supplemental funding sources, aid in governance modeling and other support services.

ARTICLE V. ORGANIZATIONAL STRUCTURE

Section 1. Governing Board. The Governing Board of the Consortium shall be the primary representative from each member of the Consortium. The Governing Board shall

- a. Be responsible for policy formation and, through the Project Director, for overall supervision of the activities and fiscal affairs of the Consortium; and have final authority and responsibility for the actions of the Consortium.
- b. Be expressly authorized to make delegations of authority and establish committees and sub-committees as may be deemed appropriate to further the effective pursuit of the purpose and objectives of the Consortium.
- c. Support the activities of the business or firm with whom the Consortium has entered into a contract for services, and provide such technical assistance in the development of information pertaining to their particular county to accomplish the purpose and objectives of the Consortium.
- d. Be required to attend meetings.
- e. Request changes to the budget as may be deemed appropriate. Such changes shall be subject to the approval the Consortium Administrator.
- f. Be responsible for the lawful and effective accomplishment of the objectives and purpose of the Consortium.
- g. Be governed by a set of by-laws that will be ratified by the Governing Board as a matter of priority.

Section 2. Chief Executive Officer. The Governing Board of the Consortium shall appoint a Chief Executive Officer to act as the Project

**15-90 CORRIDOR
INTEROPERABLE COMMUNICATIONS CONSORTIUM
BY-LAWS**

Ratified March 31, 2005

Page 4 of 7

Director with responsibilities as defined in the document, "Project Director Job Description", and as approved by the Governing Board of the Consortium.

ARTICLE VI. CHIEF EXECUTIVE OFFICER

Section 1. Duties. The Chief Executive Officer shall

- a. Be responsible for day to day operations at the direction of the Governing Board; and provide for coordination between the Consortium; Consortium Administrator (SAA); Project Oversight Manager (PSSB); the business or firm with whom the Consortium has entered into a contract for services; and the Program Manager appointed by the business or firm with whom the Consortium has entered into a contract for services and who is engaged in the design, management and deployment of the project.
- b. Have the right to sign contracts, vouchers and other documents on behalf of the Consortium with approval of the Governing Board as recorded by vote in Consortium minutes.
- c. Organize and chair meetings.
- d. Require progress reports from the business or firm with whom the Consortium has entered into a contract for services and/or the Program Manager of the business or firm engaged in fulfillment of services.
- e. Certify all services have been performed and authorize invoices for payment by the Consortium Administrator.
- f. Keep the Consortium Administrator informed of significant events as they occur.

Section 2. Removal of Chief Executive Officer. The Chief Executive Office may be removed from office, with cause, by unanimous vote of the Governing Board. If the Chief Executive Office is also a member of the Governing Board, the Chief Executive Officer may be

**15-90 CORRIDOR
INTEROPERABLE COMMUNICATIONS CONSORTIUM
BY-LAWS**

Ratified March 31, 2005

Page 5 of 7

removed from office, with cause, by unanimous vote of the remaining members of the Governing Board.

ARTICLE VII. MEETINGS

Section 1. Frequency of Meetings. The Governing Board shall meet as necessary to conduct the business of the Consortium.

Section 2. Attendance at Meetings. Attendance at meetings is required for each member of the Governing Board, or their appointed delegate.

Section 3. Scheduling Meetings. Meetings shall be scheduled by members of the Governing Board and Project Director to conform to the work to be executed and accomplished in line with the purpose and objectives of the Consortium.

Section 4. Special Meetings. Any member of the Governing Board may call a special meeting of the Consortium, provided thirty (30) day advance notice that includes a description of the need for such a meeting is given to all members of the Governing Board.

Section 5. Minutes & Meeting Records. Meetings and records of meetings shall conform to Title 2, MCA. The Consortium shall provide for the keeping of minutes at all meetings of the Governing Board, and of any committees and/or sub-committees and shall ensure that such minutes are filed with the records of the Consortium.

Section 6. Meeting Notice. Notice of the time and place of any meeting shall be given to each member of the Governing Board personally, by mail or electronically not less than seven (7) days before such a meeting whenever possible. The same applies to other parties who have an expressed interest in attending Consortium meetings.

Section 7. Meeting Postponement Notice. In the case of postponement of any scheduled or special meeting, notice shall be given to each member of the Governing Board in a similar fashion at least three (3) days before the scheduled date of such a meeting, together with a statement of the reason thereof. The same applies to other parties who have an expressed interest in attending Consortium meetings.

**15-90 CORRIDOR
INTEROPERABLE COMMUNICATIONS CONSORTIUM
BY-LAWS**

Ratified March 31, 2005

Page 6 of 7

Section 8. Publication of Meeting Notice. Notice of meetings of the Consortium shall be published in a local newspaper where each member of the Governing Board resides. The notice will include the time, date and place for the meeting.

ARTICLE VIII. QUORUM

Section 1. Definition. A quorum for the transaction of business at all meetings of shall be the four (4) members of the Governing Board of the Consortium.

ARTICLE IX. VOTING

Section 1. Full & Equal Members. The members of the Governing Board are full and equal members. Each member of the Governing Board shall have one vote in proceedings.

Section 2. Proxy Voting. Voting by proxy is not permitted.

Section 3. Absentee Ballots. Voting by absentee ballot is not permitted.

Section 4. Voting by Alternate Representative. In the event the representative is not present, the alternate shall be eligible to vote in the absence of her/his representative.

ARTICLE X. COMMITTEES & SUBCOMMITTEES

Section 1. Temporary. The members of the Governing Board shall have the power to appoint and/or dissolve temporary committees and/or subcommittees.

Section 2. Permanent. The members of the Governing Board shall have the power to appoint and/or dissolve permanent committees and/or subcommittees.

**15-90 CORRIDOR
INTEROPERABLE COMMUNICATIONS CONSORTIUM
BY-LAWS**

Ratified March 31, 2005

Page 7 of 7

ARTICLE XI. AMENDMENTS TO BY-LAWS

- Section 1. Amendment of By-Laws. The By-Laws may be amended at any scheduled meeting of the Consortium provided:
- a. Proposed amendments have been mailed to all members of the Governing Board at least thirty (30) days prior to the election date.
 - b. The proposed Amendment receives unanimous approval, by way of vote, from all of the members of the Governing Board.
 - c. Voting on an Amendment is in accord with the stipulations set forth in Article XI. Quorum and Article XII. Voting.

ARTICLE XII. DISSOLUTION OF THE CONSORTIUM

- Section 1. Dissolution. The Consortium will be dissolved on the date the requirements of the contract with the business or firm with whom the Consortium has entered into a contract for services have been completed and the final payment has been paid for their services.

ARTICLE XIII. MISCELLANEOUS

- Section 1. Parliamentary Authority. Roberts Rules of order shall be the parliamentary authority for all matters of procedure not specifically covered by these By-Laws.
- Section 2. Disclaimer of Endorsement. No member of the Governing Board shall have the authority to endorse or recommend any product, service or action in the name of the Consortium unless approved by the Consortium members.
- Section 3. Effective Date. These By-Laws will take effect following adjournment of the meeting at which it was adopted.